

Statute, *Milne v. Graham*, 1 B. & C. 192. So a promise to be accountable to A. or order for 100*l.* is equivalent to a promise to A. to pay it, *Morris v. Lee*, 1 Str. 629; and so a note of hand is assignable within the Statute, *Noland v. Ringgold supra*. So is an instrument, beginning as a receipt from A. of so much money, and concluding with a promise to pay it on demand, it not being necessary to name the payee more explicitly, *Green v. Davies*, 4 B. & C. 235. And a certificate of deposit in a Savings Bank, payable to the depositor or order on demand and return of the certificate, is a negotiable instrument, *Fells Point Savings Bank v. Weedon*, 18 Md. 320. If a promissory note be made payable by instalments, on condition that if default be made in the payment of the first instalment, the whole amount shall become payable, it is within the Statute, and the indorser, on the default of the payment by the maker of the first instalment, will be liable for the whole, *Carlton v. Kenealy*, 12 M. & W. 139; and it seems from *Hemp v. Garland*, 4 Q. B. 519, that limitations would run from the time of the first default. On such a note, payable by instalments without condition, the maker is entitled to days of grace as each instalment falls due, *Oridge v. Sherborne*, 11 M. & W. 374. A note payable to a man's own order is not within the Statute according to the English decisions. But if the maker indorses it in blank, it becomes a valid note payable to bearer, *Brown v. De Winton*, 17 L. J. C. P. 281 (which see as to the form of pleading on such instruments); and if it be specially indorsed, then *a note payable to the indorsee, *Gay v. Lander, ibid.* 286. In *Cole-* **655**
ham v. Cooke, Willes, 393, *affd.* in error, 2 Str. 1217, a promissory note payable to A. or order after the death of B. was held a good note within the Statute; a bill may be made payable at never so distant a day, if it be a day that must come; and so of a note of hand given to an infant, payable when he should come of age and specifying the particular day, *Goss v. Nelson*, 1 Burr. 226. But a promissory note to pay money within so many days after the defendant should marry, *Beardesley v. Baldwin*, 2 Str. 1151; or a note whereby the maker promises to pay A., or to B. and C. a sum therein specified, value received, *Blanckenhagen v. Blundell*, 2 B. & A. 417; or a note promising to pay "on the sale or produce, immediately when sold, of the *White Hart* and the goods, &c., value received," though it be averred in the declaration that, before action brought, the *White Hart* and goods were sold, *Hill v. Halford*, 2 B. & P. 413, is not within the Statute, nor any note whereby the money secured is not payable at all events. An action cannot be maintained at common law upon such an instrument even by payee against maker, although it is stated on the face of the note to be given for "value received;" the action must be upon the original consideration. Where the words were merely an undertaking "to pay A. a sum of money for a suit of — (which appeared to be clothes), ordered by B." and signed by the maker, this was held in *Jarvis v. Wilkins*, 7 M. & W. 410, to be only a guaranty for the goods, on which the consideration could be gathered by inference from the word "ordered," shewing a promise to pay for goods, if supplied, but which were not then delivered. An instrument acknowledging the borrowing and receipt of 200*l.* in drafts payable to defendants at a future time, whereby the defendants promised to pay with interest, has been held to be a special agreement, and not a promissory note, for the money was